

## **Panama Canal Commission**

**3552.236-71**

Commission for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for performance and written notice of such availability is given to the Contractor.

(End of clause)

### **3552.232-72 Presentation of Statement of Release From Claims.**

As prescribed in 3532.806(a), insert the following clause:

#### **PRESENTATION OF STATEMENT OF RELEASE FROM CLAIMS (JAN 1990)**

As a condition for final payment, the Contractor shall present a release of all claims against the Government arising by virtue of this contract. The release shall be applicable to all claims except those that the Contractor has specifically excepted in stated amounts from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 203 and 41 U.S.C. 15). The release is due within 14 days of final acceptance.

(End of clause)

### **3552.232-73 Invoices.**

As prescribed in 3532.111(a)(8), insert a clause substantially as follows:

#### **INVOICES (JAN 1990)**

(a) Invoices shall be submitted in an original and two copies to the office designated elsewhere in this contract.

(b) To constitute a proper invoice for supply or service (other than architect-engineer service) contracts, the invoice must include the items listed in paragraph (a)(4), subdivisions (i) through (viii) of clause 52.232-25, Prompt Payment. The invoice must be accompanied by a copy of the packing list, showing weights and measurements (gross and net) and contents of each package, if applicable. If items are mailed, the insurance parcel post receipt or copy thereof must accompany the invoice.

(c) To constitute a proper invoice for construction contracts, the invoice must include the items listed in paragraph (a)(2), subdivisions (i) through (ix) of clause 52.232-27, Prompt Payment for Construction Contracts.

(d) To constitute a proper invoice for architect-engineer services, the invoice must include the items listed in paragraph (a)(3), subdivisions (i) through (viii) of clause 52.232-26, Prompt Payment for Fixed-Price Architect-Engineer Contracts.

(e) If this contract requires a written release from the Contractor with respect to

claims, the release must accompany the invoice.

(End of clause)

### **3552.236-70 Mailing of Correspondence and Bids.**

As prescribed in 3536.371(a)(6), insert the following provision:

#### **MAILING OF CORRESPONDENCE AND BIDS (JAN 1990)**

(a) Prospective bidders may submit inquiries concerning the specifications by writing the following:

(For local bidders)  
Specifications and Estimates Branch  
Engineering Division  
Engineering and Construction Bureau  
Balboa, Republic of Panama

(For other bidders)  
Specifications and Estimates Branch  
Engineering Division  
Engineering and Construction Bureau  
APO Miami 34011-5000

(b) Bids to be mailed shall be addressed as follows:

(For local bidders)  
Contracting Officer  
Engineering and Construction Bureau  
Panama Canal Commission  
Balboa, Republic of Panama

(For other bidders)  
Contracting Officer  
Engineering and Construction Bureau  
Panama Canal Commission  
APO Miami 34011-5000

(End of provision)

### **3552.236-71 Additive Items.**

As prescribed in 3536.371(a)(7), insert the following provision:

#### **ADDITIVE ITEMS (JAN 1990)**

(a) The low bidder for purposes of award shall be the conforming responsive bidder offering the lowest total price for the base bid item plus the largest number of additive bid items that can be awarded in the numerical order of priority listed in the schedule within the funds determined by the Contracting Officer to be available on the date of bid opening.

(b) For example, when the amount of available funds is \$100,000, and a bidder's base bid and bid for successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, respectively, the total amount of this bid for purposes of award would be \$95,000 for the base bid plus the first additive, with the second, third and forth additives being omitted because the second additive (\$8,000) would cause the total bid to exceed \$100,000. If, for more than one